

TFC Contract No. 20-008-000
Amendment No. 4
EMR Elevator, Inc.
RFP No. 303-9-00842

**AMENDMENT NO. 4
TO THE
CONTRACT FOR
ELEVATOR MAINTENANCE SERVICES
BETWEEN
TEXAS FACILITIES COMMISSION
AND
EMR ELEVATOR, INC.**

THIS AMENDMENT NO. 4 is entered into by and between the **Texas Facilities Commission** (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and **EMR Elevator, Inc.**, located at 100 Ezell Drive, DeSoto, Texas 75115 (hereinafter referred to as “Contractor”) (hereinafter collectively referred to as the “Parties”) to amend the original Contract between the Parties (hereinafter referred to as the “Contract”).

WHEREAS, on August 7, 2019, the Parties entered into that one certain *Contract for Elevator Maintenance Services between the Texas Facilities Commission and EMR Elevator, Inc.*, TFC Contract No. 20-008-000; and

WHEREAS, the Parties subsequently entered into Amendment Nos. 1, 2 and 3 for the purposes set forth therein; and

WHEREAS, subject to Contract Article II, Term, Section 2.01, Contract Award, the Parties desire to exercise the option to renew the Contract for the period September 1, 2021, through August 31, 2023, and to provide funding for services to be performed during that period; and

WHEREAS, on July 22, 2021, the TFC Commission awarded such renewal and funding; and

WHEREAS, TFC has determined the need to modify certain Contract provisions for administrative purposes;

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

1. ARTICLE II, TERM, Section 2.1, Contract Award, is amended by deleting paragraph 2.1 (a) in its entirety and replacing it as follows:

2.1. **CONTRACT AWARD.** (a) This Contract shall renew as of September 1, 2021 and shall continue in force through August 31, 2023, after which no further renewal is authorized, provided however, that an extension may be requested by TFC for purposes of re-solicitation, but such extension shall not exceed three (3) months. This renewal is governed by the provisions, terms and conditions of the Contract and with any additional provisions, terms and conditions included in this Amendment No. 4.

2. ARTICLE III, CONSIDERATION, Section 3.1, Contract Limit and Fees and Expenses, is amended by deleting Section 3.1 in its entirety and replacing it with the following:

3.1. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) During the renewal period commencing September 1, 2021, and terminating on August 31, 2023, the total amount of this renewal Contract shall not exceed the sum **\$1,952,400.00**. This amount includes a Base Contract Amount and a not-to-exceed amount to cover any Additional Services, as defined in Section 3.3, and as set forth in Table 1, indicating costs for services on properties subject to House Bill 3042 ("HB 3042"), and costs for services provided for Non-House Bill 3042 ("Non-HB 3042") properties.

Table 1

HB 3042 Base Contract Amount	\$283,200.00
Non-HB 3042 Base Contract Amount	\$1,519,200.00
Additional Services for HB 3042 and Non-HB 3042	\$150,000.00
Total Contract Amount	\$1,952,400.00

(b) For services provided at HB 3042 Properties, pricing fees will be invoiced in accordance with Exhibit A-1 HB 3042 Building List and Compensation and Fees. The total amount of this Contract associated with such services and invoices shall not exceed \$283,200.00. Exhibit A-1 HB 3042 Building List and Compensation and Fees is attached hereto and incorporated herein for all purposes.

(c) For services provided at Non-HB 3042 Properties, pricing fees will be invoiced in accordance with Exhibit A-2 Non-HB 3042 Building List and Compensation and Fees. The total amount of this Contract associated with such services and invoices shall not exceed \$1,519,200.00. Exhibit A-2 Non-HB 3042 Building List and Compensation and Fees is attached hereto and incorporated herein for all purposes.

(d) For any Additional Services as defined in Section 3.3 or price changes per Section 3.1 (e), below, the total amount of this Contract shall not exceed the sum of \$150,000.00.

(e) If, at any time during the term of this Contract, Contractor reduces the comparable price of any article or service covered by the Contract to customers other than TFC, the prices charged to TFC for such articles or services shall also be reduced proportionately. Such reduction shall be effective at the same time and in the same manner as the reduction in price to customers other than TFC. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to TFC complete information regarding the reduction.

3. ARTICLE III, CONSIDERATION, Section 3.2, Payments to Contractor is amended by deleting Section 3.2 in its entirety and replacing it with the following:

3.2. **PAYMENTS TO CONTRACTOR.** (a) Payments to Contractor will be made on a monthly basis and within thirty (30) days from receipt of a correct invoice or billing statement in accordance with the Texas Government Code, Chapter 2251, known as the

Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by TFC. Contractor will be paid for completion of work accepted and approved by TFC's Contract Administrator. For large projects, partial payment may be allowed once per month on completed work with acceptance and approval by the Contract Administrator.

(b) Contractor will be paid for work performed to the end of the preceding month, provided that the work required to be performed under the Contract shall have been fully and satisfactorily completed, accepted, and approved by TFC's Contract Administrator.

(c) Contractor's invoice shall include: (i) vendor identification number; (ii) purchase order number; and shall be segregated by (i) **HB 3042** for work performed as set forth in Exhibit A-1 HB 3042 Building List and Compensation and Fees; and (ii) **Non-HB 3042** for work performed as set forth in Exhibit A-2 Non-HB 3042 Building List and Compensation and Fees. Invoices must include the number of employees that worked on the job, the number of hours, and a copy of the project service ticket. Additionally, invoices for any materials purchased for each project must be provided. The address for submission of invoices is: Texas Facilities Commission, Accounts Payable, P.O. Box 13047, Austin, Texas 78711-3047 or via email at accountspayable@tfc.state.tx.us.

4. ARTICLE III, CONSIDERATION, Section 3.3, Additional Services and Adjustments, is deleted in its entirety and replaced with the following:

3.3. **ADDITIONAL SERVICES AND ADJUSTMENTS**. (a) "Additional Services" are those services not included in Article I of this Contract which may be requested by TFC at any time for the duration of this Contract. Upon request by TFC for Additional Services, Contractor shall prepare and submit to TFC a proposal for such services requested. Additional Services will be charged at the rates set forth in Exhibit A-1 HB 3042 Building List and Compensation and Fees and Exhibit A-2 Non-HB 3042 Building List and Compensation and Fees. Invoices for Additional Services shall also be segregated according to **HB 3042** or **Non-HB 3042** charges when such information is provided to Contractor by the TFC Contract Administrator for Additional Services, and documented by a Delivery Release.

(b) Additional Services may also include the addition of properties for which no unit price is included in Exhibit A-1 HB 3042 Building List and Compensation and Fees and Exhibit A-2 Non-HB 3042 Building List and Compensation and Fees, and may be added to this Contract's **Exhibit A-1**, or **Exhibit A-2**, as appropriate; provided that TFC and Contractor agree to a unit price. Prices for any additional properties shall be calculated by comparing pricing to similar properties and services included in Exhibit A-1 HB 3042 Building List and Compensation and Fees and Exhibit A-2 Non-HB 3042 Building List and Compensation and Fees. The addition of elevators shall be documented by amendment to this Contract.

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(c) At any time, TFC may adjust the Contract, in whole or in part with thirty (30) days' notice to Contractor. An adjustment will be made when a service is no longer required or when warranty expires on new and renovated elevators for which prices have been obtained in Exhibit A-1 HB 3042 Building List and Compensation and Fees or Exhibit A-2 Non-HB 3042 Building List and Compensation and Fees. Adjustments shall be in accordance with the unit prices quoted in Exhibit A-1 HB 3042 Building List and Compensation and Fees or Exhibit A-2 Non-HB 3042 Building List and Compensation and Fees and shall be documented by Amendment to this Contract.

Except as expressly amended above, all provisions, terms and conditions of the Contract, as amended, remain in full force and effect.


In Witness Whereof, the parties hereto have made and executed this Amendment No. 2 to the Contract to be effective as of September 1, 2021.

TEXAS FACILITIES COMMISSION

By: 
 Mike Novak
 Executive Director

Date signed: 09/07/2021 | 4:17 PM CDT

Approved by:


 Lia Edwards
 TFC Legal Counsel

Mgr/J. Wooley




Dir/M. Martinez



COO/J. Speight



EMR ELEVATOR, INC.

By: 
 Corey Ernst
 Regional President

Date signed: 09/07/2021 | 5:03 PM EDT

GROUP: HB 3042 COMPLEX ELEVATORS: For consideration for award of Group HB3042, Respondent must provide pricing every line.

for

<u>Promontory Point</u>			Group Mo. Cost¹	All Mo. Cost²
(1 unit)				
Dover DMC 1 - Hydraulic #1	Semi-Monthly		600	300
TOTAL: Promontory Point			600.00	300.00

<u>Human Services Warehouse Facility</u>			Group Mo. Cost¹	All Mo. Cost²
(1 Unit – semi-monthly maintenance)				
Dover Relay Logic Passenger	Semi-Monthly		600	300
TOTAL: Human Services Warehouse Facility			600.00	300.00

<u>State Records Center</u>			Group Mo. Cost¹	All Mo. Cost²
(2 Units)				
Cargo Lift (No Manufacturer / Model noted)			250	125
Cargo Lift (No Manufacturer / Model noted)			250	125
TOTAL: State Records Center			500.00	250.00

<u>TCEQ Complex</u>			Group Mo. Cost¹	All Mo. Cost²
<u>Building A</u>				
(4 Units)				
Dover DMC Hydraulic Passenger #1	Semi-Monthly		600	300
Dover DMC Hydraulic Passenger #2	Semi-Monthly		600	300
Dover DMC Hydraulic Passenger #3	Semi-Monthly		600	300

Dover DMC Hydraulic Passenger #4 <u>Building B</u>	Semi-Monthly		600	300
(1 Unit)				
Dover DMC Hydraulic Passenger #1 <u>Building C</u>	Semi-Monthly		600	300
(3 Units)				
Elevator Controls H-800 Passenger #1	Semi-Monthly		600	300
Elevator Controls H-800 Passenger #2	Semi-Monthly		600	300
MCE 2000 Freight #3 <u>Building D</u>	Semi-Monthly		600	300
(1 Unit)				
MCE 2000 Passenger #1 <u>Building E</u>	Semi-Monthly		600	300
(2 Units)				
MCE 2000 Passenger #1	Semi-Monthly		600	300
MCE 2000 Passenger #2	Semi-Monthly		600	300
TOTAL: TCEQ Complex			6,600.00	3,300.00

<u>TDH COMPLEX</u>				
<u>Robert D Moreton Building</u> (4 units)			Group Mo. Cost¹	All Mo. Cost²
Elevator Control Engineering Passenger #1	Monthly		960	480
Elevator Control Engineering Passenger #2	Monthly		960	480
Elevator Control Engineering Passenger #3	Monthly		960	480
Elevator Control Engineering Passenger #4	Monthly		960	480

TOTAL: Robert D Moreton Building			3,840.00	1,920.00
<u>Robert B Bernstein Building (DSHS G Building)</u>			Group Mo. Cost¹	All Mo. Cost²
(2 units)				
Motion Control Engineering Passenger #1	Monthly	Under Warranty	960	480
Motion Control Engineering Passenger #2	Monthly	Under Warranty	960	480
TOTAL: Robert B Bernstein Building			1,920.00	960.00

<u>Department of Health Tower Building</u>			Group Mo. Cost¹	All Mo. Cost²
(4 units)	-	-		
KONE Resolve 100 Passenger #1	Monthly		960	480
KONE Resolve 100 Passenger #2	Monthly		960	480
KONE Resolve 100 Passenger #3	Monthly		960	480
KONE Resolve 100 Passenger #4	Monthly		960	480
TOTAL: Department of Health Tower Building			3,840.00	1,920.00
<u>DBGL (New Lab)</u>			Group Mo. Cost¹	All Mo. Cost²
(3 Units)				
Thyssen TAC 50 Passenger #1	Monthly		1500	750
Thyssen TAC 50 Passenger #2	Monthly		1500	750
Thyssen TAC 50 Freight #3	Monthly		1500	750
TOTAL: DBGL (New Lab)			4,500.00	2,250.00
<u>DHB (old MHMR)</u>			Group Mo. Cost¹	All Mo. Cost²
(2 units)				
Dover LMH - B Hydraulic Passenger #1	Semi-Monthly		600	300
Dover LMH - B Hydraulic Passenger #2	Semi-Monthly		600	300
TOTAL: DHB (Old MHMR)			1,200.00	600.00

TOTAL MONTHLY COST HB3042 COMPLEXES	23,600	11,800.00
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NOTE: All elevators denoted requiring 'Semi-Monthly' maintenance are HYDRAULIC elevators that must be serviced with this frequency. *Semi-Monthly Maintenance* is defined as occurring twice per month.

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HOURLY LABOR RATE and MATERIALS

The following prices are for services that are not included in the normal preventative maintenance of elevators but would be incurred as a result of services specified under Major Repairs or Exclusions requiring additional parts, components, materials, and labor.

Labor Rates: Labor Rates provided shall be all inclusive with no additional overhead, profit, etc.

- Straight time* hourly rate per qualified elevator maintenance mechanic: \$ \$189.00
- Straight time* hourly rate per elevator maintenance helper: \$ 132.30
- Overtime** hourly rate per qualified elevator maintenance mechanic: \$ 321.20 M-F / \$378 weekends & holidays
- Overtime** hourly rate per elevator maintenance helper: \$ 224.90 M-F / \$264.60 weekends & holidays

Materials:

- Material Markup: Contractor shall invoice at Cost*** plus 10% percent. (Shall Not Exceed 10%)
- Materials purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

Bonds (As Needed):

- Payment and Performance Bonds (if required): Contractor shall invoice at cost (sales receipt/invoiced price).

*Straight time is defined as 7:00 AM – 6:00 PM Monday through Friday.

**Overtime is defined as any hours that fall outside of Normal Hours. Overtime rate shall not exceed 1.5 the standard rate.

***Cost – TFC reserves the right to request from Contractor receipts, invoices or other documentation for verification purposes.

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Respondent Name: EMR Elevator, Inc.

GROUP #1 - CAPITAL COMPLEX ELEVATORS: For consideration for award of Group #1, Respondent **must** provide pricing for every line.

<u>William P. Hobby Building</u>			Group Mo. Cost¹	All Mo. Cost²
<u>Building #1 (7 Units)</u>				
MCE – M4000-AC-01 Passenger #1	Monthly		1160	580
MCE – M4000-AC-01 Passenger #2	Monthly		1160	580
MCE – M4000-AC-01 Passenger #3	Monthly		1160	580
MCE – M4000-AC-01 Passenger #4	Monthly		1160	580
MCE – HMC-2000 Passenger #5	Semi-Monthly		600	300
MCE – HMC-2000 Passenger #6	Semi-Monthly		600	300
MCE – HMC-2000 Passenger #7	Semi-Monthly		600	300
<u>Building #2 (2 Units)</u>				
MCE – M4000-AC-01 Passenger #11	Monthly		1160	580
MCE – M4000-AC-01 Passenger #12	Monthly		1160	580
<u>Building #3 (3 Units)</u>				
MCE – M4000-AC-01 Passenger #13	Monthly		1160	580
MCE – M4000-AC-01 Passenger #14	Monthly		1160	580
MCE – M4000-AC-01 Passenger #15	Monthly		1160	580
TOTAL: William P. Hobby Building			12,240.00	6,120.00

<u>Parking Garage N</u>			Group Mo. Cost¹	All Mo. Cost²
<u>(2 Units)</u>				
Dover Passenger VVVF (T4)	Monthly		960	480
Dover Passenger VVVF (T4)	Monthly		960	480
TOTAL: Garage N			1,920.00	960.00

<u>Courts Complex</u>			Group Mo. Cost¹	All Mo. Cost²
<u>(Supreme Court Building, Tom C. Clark Building & Price Daniel Building)</u>				
<u>(12 units)</u>				
Dover Hydraulic DMC #1	Semi-Monthly		600	300
Dover Hydraulic DMC #2	Semi-Monthly		600	300
Dover Passenger T-3 #3	Monthly		960	480
Dover Passenger T-3 #4	Monthly		960	480
Dover Passenger T-3 #5	Monthly		960	480
Dover Hydraulic LMH #6	Semi-Monthly		600	300
Dover Hydraulic LMH #7	Semi-Monthly		600	300
Dover Passenger T-3 #8	Monthly		960	480
Dover Passenger T-3 #9	Monthly		960	480
Dover Passenger T-3 #10	Monthly	Replacement Pending	960	480

Dover Passenger T-3 #11	Monthly		960	480
Dover Relay Logic Passenger #12	Monthly		600	300
TOTAL: Courts Complex			9,720.00	4,860.00

<u>Lorenzo de Zavala Archives and Library Building</u>			Group Mo. Cost¹	All Mo. Cost²
(2 Units)				
KONE Resolve 100 Passenger #1 (Main Lobby)	Monthly		960	480
KONE Resolve 100 Passenger #2 (Stacks)	Monthly		960	480
TOTAL: Lorenzo de Zavala Archives and Library Building			1,920.00	960.00

<u>Lyndon B. Johnson Building</u>			Group Mo. Cost¹	All Mo. Cost²
(7 Units)				
MCE – i-AC-01 Passenger #1	Monthly		960	480
MCE – i-AC-01 Passenger #2	Monthly		960	480
MCE – i-AC-01 Passenger #3	Monthly		960	480
MCE – i-AC-01 Passenger #4	Monthly		960	480
MCE – i-AC-01 Passenger #5	Monthly		960	480
MCE – i-AC-01 Passenger #6	Monthly		960	480
THYSSEN TAC 22 Hydro #7 (Treasury Wing)	Semi-Monthly		600	300
TOTAL: Lyndon B. Johnson Building			6,360.00	3,180.00

<u>John H. Reagan Building</u>			Group Mo. Cost¹	All Mo. Cost²
(4 Units)				
KONE Miprom Passenger #1	Monthly		960	480
KONE Miprom Passenger #2	Monthly		960	480
KONE Miprom Passenger #3	Monthly		960	480
KONE Miprom Freight #4	Monthly		960	480
TOTAL: John H. Reagan Building			3,840.00	1,920.00

<u>Sam Houston Building</u>			Group Mo. Cost¹	All Mo. Cost²
(4 Units)				
Dover Passenger T-4 VVVF #1	Monthly		960	480
Dover Passenger T-4 VVVF #2	Monthly		960	480
Dover Passenger T-4 VVVF #3	Monthly		960	480
Dover Passenger T-4 VVVF #4	Monthly		960	480
TOTAL: Sam Houston Building			3,840.00	1,920.00

<u>Stephen F. Austin Building</u>			Group Mo. Cost¹	All Mo. Cost²
(7 Units)				
Schindler Miconic TXR5 Passenger #1	Monthly		960	480

Schindler Miconic TXR5 Passenger #2	Monthly		960	480
Schindler Miconic TXR5 Passenger #3	Monthly		960	480
Schindler Miconic TXR5 Passenger #4	Monthly		960	480
Schindler Miconic TXR5 Passenger #5	Monthly		960	480
Schindler Miconic TXR5 Passenger #6	Monthly		960	480
Schindler Miconic TXR5 Freight #7	Monthly		960	480
TOTAL: Stephen F. Austin Building			6,720.00	3,360.00

<u>William P. Clements Building</u>			Group Mo. Cost¹	All Mo. Cost²
(11 Units)				
<u>High-rise, Floors 9 to 15:</u>		Notes		
EC Pixel DC Passenger #1	Monthly		960	480
EC Pixel DC Passenger #2	Monthly		960	480
EC Pixel DC Passenger #3	Monthly		960	480
EC Pixel DC Passenger #4	Monthly		960	480
<u>Low-rise, Floors 1 to 8:</u>				
EC Pixel DC Passenger #5	Monthly		960	480
EC Pixel DC Passenger #6	Monthly		960	480
EC Pixel DC Passenger #7	Monthly		960	480
EC Pixel DC Passenger #8	Monthly		960	480
<u>Basement to 15 floors:</u>				
EC Pixel DC Freight #9	Monthly		960	480
<u>Parking Garage J:</u>				
Dover Computamatic Passenger #10	Monthly		960	480
Dover Computamatic Passenger #11	Monthly		960	480
TOTAL: William P. Clements Building			10,560.00	5,280.00

<u>Ernest O. Thompson Building</u>			Group Mo. Cost¹	All Mo. Cost²
(3 Units)				
THYSSEN TAC 50 Passenger #1	Monthly		960	480
THYSSEN TAC 50 Passenger #2	Monthly		960	480
THYSSEN TAC 50 Passenger #3	Monthly		960	480
TOTAL: Ernest O. Thompson Building			2,880.00	1,440.00
<u>James Earl Rudder Building</u>			Group Mo. Cost¹	All Mo. Cost²
(3 Units)				
MCE – M4000-AC-01 Passenger #1	Monthly		960	480
MCE – M4000-AC-01 Passenger #2	Monthly		960	480
MCE – M4000-AC-01 Freight #3	Monthly		960	480
TOTAL: James Earl Rudder Building			2,880.00	1,440.00

<u>Parking Garage A</u>			Group Mo. Cost¹	All Mo. Cost²
(2 Units)				
Esco Hydraulic Passenger #1	Semi-Monthly		600	300

Esco Hydraulic Passenger #2	Semi-Monthly		600	300
TOTAL: Parking Garage A			1,200.00	600.00

<u>Parking Garage B</u>			Group Mo. Cost¹	All Mo. Cost²
(2 Units)				
Esco Hydraulic Passenger #1	Semi-Monthly		600	300
Esco Hydraulic Passenger #2	Semi-Monthly		600	300
TOTAL: Parking Garage B			1,200.00	600.00

<u>Parking Garage E</u>			Group Mo. Cost¹	All Mo. Cost²
(2 Units)				
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #2	Monthly		960	480
TOTAL: Parking Garage E			1,920.00	960.00

<u>Parking Garage F</u>			Group Mo. Cost¹	All Mo. Cost²
(2 Units)				
Dover DMC Hydraulic Passenger #1	Semi-Monthly	Replacement Pending	600	300
Dover DMC Hydraulic Passenger #2	Semi-Monthly		600	300
TOTAL: Parking Garage F			1,200.00	600.00

<u>Parking Garage G</u>			Group Mo. Cost¹	All Mo. Cost²
(1 Unit)				
Dover DMC Hydraulic Passenger #1	Semi-Monthly		600	300
TOTAL: Parking Garage G			600.00	300.00

<u>Parking Garage Q</u>			Group Mo. Cost¹	All Mo. Cost²
(2 Units)				
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #2	Monthly		960	480
TOTAL: Parking Garage Q			1,920.00	960.00

<u>Parking Garage R</u>			Group Mo. Cost¹	All Mo. Cost²
(4 Units)				
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #1	Monthly		960	480
TOTAL: Parking Garage R			3,840.00	1,920.00

<u>Central Services Building</u>			Group Mo. Cost¹	All Mo. Cost²
(4 Units)				

Dover Solid State Hydraulic Passenger #1	Semi-Monthly		600	300
Dover Solid State Hydraulic Passenger #2	Semi-Monthly		600	300
Westinghouse Hydraulic #3	Semi-Monthly		600	300
Porch Lift Screw	Semi-Monthly		600	300
TOTAL: Central Services Building			2,400.00	1,200.00

<u>Central Services Annex</u>			Group Mo. Cost¹	All Mo. Cost²
(1 Unit)				
Dover DMC Hydraulic Passenger #1	Semi-Monthly		600	300
TOTAL: Central Services Annex			600.00	300.00

<u>Robert E. Johnson Building</u>			Group Mo. Cost¹	All Mo. Cost²
(7 Units)				
Dover Passenger #1 VVVF - T4	Monthly		960	480
Dover Passenger #2 VVVF - T4	Monthly		960	480
Dover Passenger #3 VVVF - T4	Monthly		960	480
Dover Passenger #4 VVVF - T4	Monthly		960	480
Dover Passenger #5 VVVF - T4	Monthly		960	480
Dover Passenger #6 VVVF - T4	Monthly		960	480
Dover Passenger #7 VVVF - T4	Monthly		960	480
TOTAL: Robert E. Johnson Building			6,720.00	3,360.00

<u>Parking Garage P</u>			Group Mo. Cost¹	All Mo. Cost²
(3 units)				
Dover DMC 1 - Hydraulic #1	Semi-Monthly		600	300
Dover DMC 1 - Hydraulic #2	Semi-Monthly		600	300
Dover DMC 1 - Hydraulic #3	Semi-Monthly		600	300
TOTAL: Parking Garage P			1,800.00	900.00

<u>Thomas J. Rusk Building</u>			Group Mo. Cost¹	All Mo. Cost²
(4 units)				
MCE 4000 Passenger 1	Monthly		960	480
MCE 4000 Passenger 2	Monthly		960	480
MCE 4000 Passenger 3	Monthly		960	480
MCE 4000 Passenger 4	Monthly		960	480
TOTAL: Thomas J. Rusk Building			3,840.00	1,920.00

<u>Insurance Building</u>			Group Mo. Cost¹	All Mo. Cost²
(2 Units)				
Motion M4000 Passenger #1	Monthly		960	480
Motion M4000 Passenger #2	Monthly		960	480

TOTAL: Insurance Building	1,920.00	960.00
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Insurance Annex Building			Group Mo. Cost¹	All Mo. Cost²
(2 units)				
MCE 4000 Passenger 1	Monthly		960	480
MCE 4000 Passenger 2	Monthly		960	480
TOTAL: Insurance Annex Building			1,920.00	960.00

William B. Travis Building			Group Mo. Cost¹	All Mo. Cost²
(9 units)				
MCE I-DC-01 Passenger 1	Monthly		960	480
MCE I-DC-01 Passenger 2	Monthly		960	480
MCE I-DC-01 Passenger 3	Monthly		960	480
MCE I-DC-01 Passenger 4	Monthly		960	480
MCE I-DC-01 Passenger 5	Monthly		960	480
MCE I-DC-01 Passenger 6	Monthly		960	480
MCE I-DC-01 Passenger 7	Monthly		960	480
MCE I-DC-01 Passenger 8	Monthly		960	480
MCE I-DC-01 Freight 9	Monthly		960	480
TOTAL: William B. Travis Building			8,640.00	4,320.00

TOTAL MONTHLY COST CAPITOL COMPLEX	102,600.00	51,300.00
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NOTE: All elevators denoted requiring 'Semi-Monthly' maintenance are HYDRAULIC elevators that must be serviced with this frequency. *Semi-Monthly Maintenance* is defined as occurring twice per month.

HOURLY LABOR RATE and MATERIALS

The following prices are for services that are not included in the normal preventative maintenance of elevators but would be incurred as a result of services specified under Major Repairs or Exclusions requiring additional parts, components, materials, and labor.

Labor Rates: Labor Rates provided shall be all inclusive with no additional overhead, profit, etc.

- Straight time* hourly rate per qualified elevator maintenance mechanic: \$ 189.00
- Straight time* hourly rate per elevator maintenance helper: \$ 132.30
- Overtime** hourly rate per qualified elevator maintenance mechanic: \$ 321.20 M-F / \$378 weekends & holidays
- Overtime** hourly rate per elevator maintenance helper: \$ 224.90 M-F / \$264.60 weekends & holidays

Materials:

- Material Markup: Contractor shall invoice at Cost*** plus 10% percent. (Shall Not Exceed 10%)
- Materials purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

Bonds (As Needed):

- Payment and Performance Bonds (if required): Contractor shall invoice at cost (sales receipt/invoiced price).

*Straight time is defined as 7:00 AM – 6:00 PM Monday through Friday.

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***Cost – TFC reserves the right to request from Contractor receipts, invoices or other documentation for verification purposes.

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Respondent Name: EMR Elevator, Inc.

EXHIBIT A – BUILDING LIST AND COMPENSATION AND FEES

GROUP #2 – NORTH AUSTIN COMPLEX ELEVATORS: For consideration for award of Group #2, Respondent must provide pricing for every line.

Maintenance is **monthly** unless otherwise noted.

North Lamar Boulevard Building			Group Mo. Cost¹	All Mo. Cost²
(1 Unit)				
Dover Hydraulic Passenger	Semi-Monthly		600	300
TOTAL: North Lamar Boulevard Building			600	300.00

John H. Winters Human Services Complex			Group Mo. Cost¹	All Mo. Cost²
(8 Units)				
MCE 4000 Passenger 1	Monthly		960	480
MCE 4000 Passenger 2	Monthly		960	480
MCE 4000 Passenger 3	Monthly		960	480
MCE 4000 Passenger 4	Monthly		960	480
MCE 4000 Freight 5	Monthly		960	480
MCE 4000 Passenger 6	Monthly		960	480
MCE 4000 Passenger 7	Monthly		960	480
MCE 4000 Passenger 8	Monthly		960	480
Montgomery Hydraulic Passenger 9 (KONE)	Semi-Monthly		600	300
Montgomery Hydraulic Passenger 10 (KONE)	Semi-Monthly		600	300
TOTAL: John H. Winters Building			8,880.00	4,440.00

Brown-Heatly Office Complex			Group Mo. Cost¹	All Mo. Cost²
(5 Units)				
Elevator Controls Pixel AC Passenger #1	Monthly		960	480
Elevator Controls Pixel AC Passenger #2	Monthly		960	480
Elevator Controls Pixel AC Passenger #3	Monthly		960	480
Elevator Controls Pixel AC Passenger #4	Monthly		960	480
Elevator Controls Pixel AC Passenger #5	Monthly		960	480
Parking Garage H				
(4 Units – semi-monthly maintenance)				

Elevator Controls Pixel Hydro Passenger #6	Semi-Monthly		600	300
Elevator Controls Pixel Hydro Passenger #7	Semi-Monthly		600	300
Elevator Controls Pixel Hydro Passenger #8	Semi-Monthly		600	300
Elevator Controls Pixel Hydro Passenger #9	Semi-Monthly		600	300
TOTAL: Brown-Heatly Office Complex			7,200.00	3,600.00

<u>TSBVI Texas School for the Blind and Visually Impaired</u>			Group Mo. Cost¹	All Mo. Cost²
(2 Units)				
Schindler 3300 (Building 609)	Semi-Monthly		960	480
KONE KCM831 (Building 600)	Semi-Monthly		960	480
TOTAL: TSBVI Texas School for the Blind and Visually Impaired			1,920.00	960.00

TOTAL MONTHLY COST NORTH AUSTIN COMPLEXES	18,600.00	9,300.00
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HOURLY LABOR RATE and MATERIALS

The following prices are for services that are not included in the normal preventative maintenance of elevators but would be incurred as a result of services specified under Major Repairs or Exclusions requiring additional parts, components, materials, and labor.

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Respondent Name: EMR Elevator, Inc.

EXHIBIT A – BUILDING LIST AND COMPENSATION AND FEES

GROUP #3 – TEXAS SCHOOL FOR THE DEAF: For consideration for award of Group #3, Respondent **must** provide pricing for every line.

Maintenance is **Semi-Monthly** unless otherwise noted.

<u>Lewis Hall</u>		Group Mo. Cost¹	All Mo. Cost²
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Ford Building</u>		Group Mo. Cost¹	All Mo. Cost²
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Pease/Administration Building</u>		Group Mo. Cost¹	All Mo. Cost²
(1 Unit)			
Dover Solid State Hydraulic Passenger	Semi-Monthly	600	300

<u>High School</u>		Group Mo. Cost¹	All Mo. Cost²
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Middle School</u>		Group Mo. Cost¹	All Mo. Cost²
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Columbo Swim Center (outside)</u>		Group Mo. Cost¹	All Mo. Cost²
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Columbo Swim Center (inside)</u>		Group Mo. Cost¹	All Mo. Cost²
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Koen Hall</u>		Group Mo. Cost¹	All Mo. Cost²
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Auditorium</u>		Group Mo. Cost¹	All Mo. Cost²
(1 Unit)			
Otis Hydrofit Passenger	Semi-Monthly	600	300

TOTAL MONTHLY COST TEXAS SCHOOL FOR THE DEAF	5,400.00	2,700.00
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HOURLY LABOR RATE and MATERIALS

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